



Agency of Human Services, Department for Children and Families
109 State Street [phone] 802-828-2211
Montpelier VT 05609-3001 [fax] 802-828-2222
<http://bgs.vermont.gov/purchasing>

SEALED BID
REQUEST FOR PROPOSAL
#03440-22FSD-580

Youth Residential Assessment Administrator

ISSUE DATE June 11th, 2021
QUESTIONS DUE June 23th, 2021 – 11:59 PM (EST)
RFP RESPONSES DUE BY July 12th, 2021 – 11:59 PM (EST)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<https://www.vermontbusinessregistry.com/>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT: Eli Hawgood, Family First Prevention Services Act Grant
Manager
E-MAIL: AHS.DCFSDRFP@vermont.gov

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Agency of Human Services, Family Services Division (hereinafter the “State”) is seeking to establish contracts with one or more companies that can administer individual assessments to determine whether a congregate care placement is the appropriate, and least restrictive environment able to meet the needs of a youth in state custody.
- 1.2. The Families First Prevention Services Act is the most significant child welfare law in 20 years. It is composed of federal legislation that dramatically alters the federal financing structure for child welfare programming. It provides the legislative foundation for states to substantially transform their child welfare systems to invest more in family preservation services and family-based services, as well as increase the quality of residential treatment for those who need that level of care.
- 1.3. A major area of focus for the legislation is to only allow draw down of IV-E funds for congregate care placement when a child or youth’s needs cannot be met in any other community setting. The federal regulations emphasize that a shortage or lack of foster family homes shall not be an acceptable reason for determining that the needs of the child cannot be met in a foster family home. To this end, within 30 days of placement in a congregate care setting, an evaluation must be completed to determine whether the type of congregate care is the least restrictive environment that is capable of meeting the treatment needs of the youth. Within 60 days of placement, a judge or judicial master must affirm or reject the finding of the evaluation.
- 1.4. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of twenty-four months with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be September 15th, 2021.
- 1.5. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.6. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State’s responses will be posted on the State’s web site <http://www.bgs.state.vt.us/pca/bids/bids.php> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.7. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php> . Verbal instructions or written instructions from any other source are not to be considered.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. The State of Vermont is interested in obtaining bids from an entity or entities to administer an assessment to determine whether a congregate care placement is the least restrictive environment able to meet the needs of a youth in state custody. Evaluations will include use of the Child and Adolescent Needs and Strengths (CANS) assessment tool as well as collaborative work and information gathering with the child’s family and treatment team, that may include other providers, the parents/guardians, the child/youth (as developmentally appropriate) and other trusted adults in the youth’s life.
- 2.2. Evaluators must be at a minimum master’s-level clinicians licensed by the State of Vermont. An evaluator shall not be an entity or entities who provide(s) residential care or residential services, or are currently employed by such an entity. Bidders must include a copy of their curriculum vitae of all personnel who will have contact with the child or treatment team in their bid. Submission of a bid indicates agreement that all people listed in the bid are willing to comply with a background check prior to agreement being executed.
- 2.3. Beginning no later than October 1st, the State seeks to complete evaluations of all youth in congregate care within 30 days of their placement to ensure that the placement in the congregate care setting is the least restrictive environment that can meet the child or youth’s needs. A contract will be executed and administration of the assessments is estimated to begin between September 15th, 2021 and October 1st, 2021.

- 2.4. Within 60 days of placement, a judge or judicial master must affirm or reject the finding of the evaluation subject to this Request for Proposals. On some occasions, the successful bidder will be required to testify at a judicial hearing regarding the process and findings of the evaluation.
- 2.5. Bids must contain an estimate of the region that the vendor is able to serve and the number of evaluations vendor is able to conduct per month. An estimated four hundred (400) assessments will need to be conducted across Vermont every twelve months. The State may contract with one or several entities to provide evaluative capacity statewide.
- 2.6. Bidders are invited to share lived experience related to diversity, equitable access to health care, cultural and linguistic understanding or specialties (including languages a potential evaluator may be fluent in), and youth residential treatment or congregate foster care. Please describe any pertinent education, experience, awards, certifications or other commendations related to equity, inclusion and diversity.

3. GENERAL REQUIREMENTS:

- 3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.
 - 3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
 - 3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
 - 3.1.2.1. Bids must mention any existing or previous contracts with the State of Vermont or any other state held by this entity, or any subsidiary, parent corporation, controlling partner or household member of a controlling partner. Bids must mention any contracts or employment currently or previously with a program operating for the purpose of clinical or residential housing of minors held by this entity, or any subsidiary, parent corporation, controlling partner or household member of a controlling partner.
 - 3.1.3. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
 - 3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
 - 3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

- 3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
- 3.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
- 3.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**
- 3.4. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**
- For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.
- After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.
- 3.5. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.
- 3.5.1. **Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.
- 3.5.1.1. The State must provide evaluation services to children and youth in all AHS districts. Bid scores will be used to prioritize vendor coverage, but vendors will need to be selected to cover all Vermont AHS districts and serve the needs of all Vermont families (including language fluency).

CRITERIA FOR SCORING	Total possible points	Applicant Score
1. INFORMATION FROM THE BIDDER		
A. Quality of Bidder's Experience	30	
i. Bidder demonstrates training and experience with trauma informed screening and assessment practices to identify children and adolescent's comprehensive behavioral health needs and subsequent level of care recommendation.	15	
ii. Bidder demonstrates training, certification, and experience specific to administering the CANS assessment tool.	2.5	
iii. Bidder demonstrates ability to organize and integrate information gathered from clinical interviews, record reviews, and information from screening tools and other measures across agencies or systems of care.	2.5	
iv. Bidder demonstrates ability to actively communicate with a treatment team, including family and caregivers Bidder demonstrates open-mindedness to incorporating feedback from the treatment team, including family .	10	
B. Bidder's Capacity to Perform	15	
i. Bidder has achieved professional expertise in child and adolescent development, behavioral health diagnosis and treatment planning, and service provision as demonstrated by a minimum of a Master's Degree, supervised clinical training, and more than 5 years of professional experience in the screening, assessment, and treatment of children and adolescents.	7.5	
ii. Bidder demonstrates proficiency and organizational quality including references and business-related credentials.	5	
iii. The bidder has experience managing proposals of comparable scale, scope, and timeline.	2.5	
2. TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS		
A. Responsiveness to Specifications	35	
i. Bidder thoroughly describes how they will respond to the Scope of Work of the Bid.	10	
ii. Bidder's description of how they will evaluate the child or youth within the 30 day timeframe	25	
B. Program Cost	20	
Schedule A: Summary Program Costs	10	
• Bidder provides a cost proposal that is reasonable and complete.		
Schedule B: Detail of Expenses	10	
• Bidder provides budget narratives that clearly and completely explain ALL cost items.		
OVERALL TOTAL SCORE	100	

- 3.6. **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.
- 3.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 3.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form, Attachment C, Attachment F and a Business Associate Agreement form as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.
- 3.8.1. **Business Registration.** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/> .
- 3.8.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.8.3. **Payment Terms.** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
- 3.8.4. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.
- 4.1. The bid should include a Cover Letter and Technical Response and Price Schedule.
- 4.2. **COVER LETTER:**
- 4.2.1. **Confidentiality.** To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- 4.2.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire

pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

4.2.3. **Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

4.3. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

4.3.1. Provide details concerning your form of business organization, company size and resources.

4.3.2. Describe your capabilities and particular experience relevant to the RFP requirements.

4.3.2.1. Identify all current or past State projects.

4.3.3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.

4.4. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

4.5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

4.6. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

4.7. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS:**

5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. There will be a public bid opening on Tuesday, July 13th at 10:00am. The bid opening can be accessed through the following Teams hyperlink: https://teams.microsoft.com/join/19%3ameeting_Y2RkOTA2ZmEtZDRhZC00Zjg5LTg1MjktNmRhOGM2NDM2YzFi%40thread.v2/0?context=%7b%22id%22%3a%220b4933b-baad-433c-9c02-70edcc7559c6%22%2c%22oid%22%3a%229c5ba917-8135-4568-88d3-d65ad1d291bd%22%7d

5.1.2.1. The public bid opening may also be accessed through calling the phone number 802-828-7667 and using the phone conference ID: 563 959 181#.

5.2. BID DELIVERY INSTRUCTIONS:

5.2.1.1. Only electronic bids will be accepted.

5.2.1.2. Send one (1) electronic copy of your proposal to: AHS.DCFFSDRFP@vermont.gov.

5.2.1.3. Your proposal must arrive at the Division (DCF) no later than 11:59 p.m. on Monday, July 12, 2021.

5.2.1.4. The bid should include an Applicant Information Sheet, Cover Letter, and Technical and Pricing Responses.

6. BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

7. ATTACHMENTS:

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

7.4. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017).

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?

___ Yes ___ No

D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

E. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

1. Please list any additional practices that promote clean energy and take action to address climate change:

F. Acknowledge receipt of the following Addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE (SAMPLE ONLY – MODIFY ACCORDINGLY)

A. Fixed Price Deliverables:

Deliverable Description	Fixed Price
	\$
	\$
	\$
Total Project Cost	\$

B. Hourly Labor Rates:

Service Category/Title of Positions	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

C. This contract can be extended up to two (2) additional 12-month periods with mutual agreement between both parties:

Optional Year 3 Increase: Not to Exceed _____%

Optional Year 4 Increase: Not to Exceed _____%

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By	Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting
109 State Street
Montpelier, VT 05609-3001

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, _____ (hereinafter called "State"), and _____, with a principal place of business in _____, (hereinafter called "Contractor"). Contractor's form of business organization is _____. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of _____. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$_____.00.

4. **Contract Term.** The period of Contractor's performance shall begin on _____, 20__ and end on _____, 20__.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of ___ pages including the following attachments which are incorporated herein:

Attachment A – Statement of Work

Attachment B – Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

Attachment D – Other Provisions (if any)

Attachment E – Business Associate Agreement (if applicable)

Attachment F – Agency of Human Services' Customary Contract/Grant Provisions

Additional attachments may be lettered as necessary

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

(2) Attachment D (if applicable)

(3) Attachment C (Standard State Provisions for Contracts and Grants)

- (4) Attachment A
- (5) Attachment B
- (6) Attachment E – Business Associate Agreement
- (7) Attachment F

List other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

A. PROGRAM BACKGROUND

The subject matter of this contract is in administering an assessment to determine whether a congregate care placement is the least restrictive environment able to meet the needs of a youth in state custody.

B. SERVICE DESCRIPTION

The Contractor shall conduct independent comprehensive evaluations for children and youth referred by the Department for Children and Families (DCF) Family Services Division (FSD). The evaluation must be performed by a clinician approved by the State who has at minimum a Master's degree, holds a Vermont license in mental health counseling or clinical social work, and is in good standing as evidenced by the State's Professional Regulation board. The results of the evaluation shall be provided by the Contractor to the State and shall include independent recommendations consistent with the Contractor's professional judgment regarding level of care needs. If the Contractor finds, in their professional judgment, that the youth evaluated needs residential treatment, the Contractor will communicate with the State to determine the program with available resources to meet the youth's clinical and family reunification needs.

C. SERVICE GOALS AND OUTCOMES:

Governing criteria for performance, monitoring and reporting under the contract shall be as follows:

1. Written evaluation.
2. Treatment recommendations.
3. Availability for testimony
4. Timeliness of evaluation

D. SPECIFICATIONS

1. **Service Delivery & Activities:** Contractor will conduct services based on the written referral provided by the State, which will be based in whole or in part on the Child and Adolescent Needs and Strengths (CANS) evaluation.
 - a. Additional evaluation tools may also be utilized as deemed clinically appropriate. Such tools may include risk assessment tools if indicated for risk of harm to self or others, additional clinical assessment tools as determined by medical indication, and tools as recommended by Contractor and agreed upon by the State.
2. The assessment shall:
 - a. Assess the strengths and needs of the child using the CANS assessment as one component of a comprehensive assessment that will include record reviews, interviews, and other sources of information as needed.
 - b. Assessors shall conduct interviews with members of the child's family, as well as caregivers and treatment teams (past and present). This may be via video conferencing, phone or in person.
 - c. Provide recommendations that are consistent with the goals of the child's permanency plan.
 - d. Develop a list of child-specific mental and behavioral health goals.
 - e. Work in conjunction with the family of and treatment/permanency team for the child while conducting the assessment. The evaluation shall contain documentation of such collaborative efforts, including documentation that meetings relating to the assessment are held at a time and place convenient for the family.
 - f. Example of information that may be included/covered in the comprehensive assessment and written evaluation:
 - i. Reason for Referral/Identifying Information:
 - ii. Consent and Limits of Confidentiality:
 - iii. Collateral Information:
 - iv. The following sources of information were considered when conducting this evaluation:

- v. Additional sources of information that were pursued for this evaluation but could not be accessed included the following:
- vi. The steps taken to access this information included:
- vii. The quality of the data informing this evaluation/opinions:

- viii. Relevant Information:
 - ix. Family:
 - x. Early Developmental History:
 - xi. Traumatic Event Exposure and Trauma Reactions:
 - xii. General Medical Health:
 - xiii. Education:
 - xiv. Social/Peer Relationships:
 - xv. Substance Use:
 - xvi. Mental Health:
 - xvii. Legal History:
 - xxviii. Intervention History and Intervention Response:

 - xix. Mental Status/Current Clinical Functioning:
 - xx. Mental Status Exam:
 - xxi. Current Clinical Functioning:
 - xxii. Structured Assessment: CANS
 - xxiii. CANS Results:

 - xxiv. Findings and Recommendations:
 - xxv. Placement Opinion:
 - xxvi. Formulation:
 - xxvii. Strengths:
 - xxviii. Recommendations:
 - xxix. Prognosis:
- g. Determine whether the needs of the child can be met with family members or through placement in a foster family home or, if not, which setting determined in conjunction with representatives of The State would provide the most effective and appropriate level of care for the child in the least restrictive environment and be consistent with the short- and long-term goals for the child, as specified in the permanency plan for the child; and
- h. In the case where the Contractor determines that the youth should not be placed in a foster family home, Contractor shall specify in writing the reasons why the needs of the child cannot be met by the family of the child or in a foster family home. A shortage or lack of foster family homes shall not be an acceptable reason for determining that the needs of the child cannot be met in a foster family home. The Contractor also shall specify in writing why the recommended placement in a qualified residential treatment program is the setting that will provide the child with the most effective and appropriate level of care in the least restrictive environment and how that placement is consistent with the short- and long-term goals for the child, as specified in the permanency plan for the child.
- i. Document the placement preferences of the family and permanency team relative to the assessment that recognizes children should be placed with their siblings unless there is a finding by the court that such placement is contrary to their best interest; and
- j. If the placement preferences of the family and permanency team and child are not the placement setting recommended by the Contractor, the reasons why the preferences of the team and of the child were not recommended.

3. Mandatory Requirements, Standards: Contractor will provide services under the areas of expertise captured in their resumes, vitae, license(s) certifications in various areas of expertise and professional liability insurance certificates.

E. PERFORMANCE MEASURES

1. The Contractor shall always initiate evaluation services within ten calendar days of accepting a referral from the State.
 - a. For 75% of referrals referenced in this contract, one interview with the child or youth shall be conducted within ten calendar days of Contractor receiving the referral from the State.

- b. The Contractor shall provide written notice to the contract contact whenever feasible of when they will be unavailable to accept referrals. Any rejected or cancelled referral to be scheduled outside of a Contractor's blackout dates shall provide notice as soon as is feasible:
 - i. Within 24 hours of the initial referral for any reason
 - ii. Cancellation of a referral shall never occur within ten (10) days of the deadline referenced in Attachment A (E)(2).
2. The referral from the State shall contain a deadline upon which the evaluation must be completed. **The deadline will be within thirty days of the youth being placed in a specific congregate care setting.** The deadline will be no less than twenty-one days after the Contractor received the referral from the State. An evaluation of a youth referred by The State may begin before the youth is placed in congregate care.
 - a. For 75% of referrals referenced in this contract, a completed evaluation report shall be provided to the State within 21 calendar days of Contractor receiving the referral from the State.
3. Evaluation Reports (approximately two pages in length using a form provided by the State) will be submitted to the district by the date specified by the State. Within 2 weeks of the evaluation's completion, all supporting documentation including the completed CANS and documentation specified in section D must be submitted to [the State](#).
4. Additional evaluation tools may also be utilized as deemed clinically appropriate. Such tools may include risk assessment tools if indicated for risk of harm to self or others, additional clinical assessment tools as determined by medical indication, and tools as recommended by Contractor and agreed upon by the State.
4. The State will notify the Contractor, if at any time during the contract period or upon review, the State believes the Contractor is not performing the terms as outlined in this contract. Notification may include a course of action such as a written amendment, remediation plan or reduction in payment for failure to perform.

F. PROGRAM ADMINISTRATION AND EVALUATION

Contractor may request monthly payments at the start of each month for the prior month's services, with the final invoice submission within 30 days of the completion of services. The State will only pay for evaluation services completed on or before the deadline referenced in Attachment A, Section (E)(2).

The local District Director will sign off on the invoice(s) and submit to the invoice alias, AHS.DCFFSDInvoicesREU@vermont.gov, for payment.

Annual quality reviews will be conducted by the Revenue Enhancement Unit prior to the renewal of the agreements. Results from that review will be utilized to determine the continuation of services by the Contractor.

Hourly rates detailed in Attachment B of this agreement are based on Contractors credentials in particular areas of expertise. Performance that falls below that expected in this agreement and that does not return to the standard with the corrective action plan may result in a cancellation of the contract.

State caseworker will complete a referral form for each referral to the Contractor. Referral is to be authorized by the local DCF/FSD District Director or their designee.

G. CONTRACT CONTACTS:

Contractor

Person Authorized to Enter into Agreement:

(Insert Name) (P): (E):

State of Vermont

Agreement Specialist:

Administrative Coordinator:

*All Financial Inquiries, please e-mail: **AHS.DCFFSDInvoicesREU@vermont.gov***

If any of this contact information changes (people, phone number or e-mails) during the agreement term, it is the provider's responsibility to notify DCF at the following address:

AHS.DCFFSDInvoicesREU@vermont.gov

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. In addition, Vermont State Fiscal Year Close Out starts the last week of May/first week of June and runs through early July. During this period of time, no financial reports or invoices are processed for payment in the State of Vermont Vision system.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address:

AHS.DCFFSDInvoicesREU@vermont.gov
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

A. GENERAL PAYMENT INFORMATION

Payment will be made for services listed in the specifications of work that are actually performed and approved by the State District Director authorized in this agreement up to the total amount for the contract of \$**; with approximately:

(PAYMENT SCHEDULE TO BE NEGOTIATED WITH SUCESSFUL VENDOR)

The Contractor will be reimbursed for mileage at a rate that coincides with the State mileage rate according to the collective bargaining agreement. Rate of mileage reimbursement is: \$.56 per mile (current State rate, subject to change)

The Contactor shall be paid for services at the rates specified below. The rate(s) for any additional services that are not specifically outlined below shall be agreed to, in advance, by the State and Contractor.

OTHER EVALUATOR SERVICES:

The State, in exchange for the performance of evaluation services described in Attachment A, shall pay based on the rates set forth:

\$**/hour (includes consultation services)
\$750/half day for testimony (includes all fees and expenses including preparation and attendance at court)
\$1,500/full day for testimony (includes all fees and expenses including preparation and attendance at court)
\$**/hour travel time

The Contractor's specific areas of expertise includes:

- (fill in list as provided from Contractor)

B. INVOICING, REPORTING AND PAYMENT SCHEDULE

Contractor may request monthly payments at the start of each month for the prior month's services using the DCF Evaluator and Sexual Trauma Informed Services Invoice that will be supplied electronically and upon request by emailing <mailto:AHS.DCFFSDInvoicesREU@vermont.gov>.

If the invoice is not received in a timely manner and/or is incomplete, payment(s) may be held or denied. Invoices more than 60 days old may not be honored by DCF.

C. REMITTANCE ADDRESS FOR CONTRACTOR

The Contractor's remittance address is:

XXX
XXX

Invoices should be signed and sent to the district director requesting the service. The district director will review, approve and submit the invoice to:
AHS.DCFFSDInvoicesREU@vermont.gov

D. BILLING THIRD PARTY INSURERS

Contractor will bill existing third party insurers, including Medicaid, prior to billing the contract resulting from this agreement. The resulting contract may be billed only for listed activities that are not reimbursable through insurance or Medicaid, and for clients who have no other means of medical coverage. In these cases, Contractor will bill and accept as payment the established Medicaid rate for the service provided, as outlined in Attachment B, Section A.

All services are provided at the request of the Family Services District Director or their designee and must be pre-approved.

E. PRE-APPROVAL FOR SERVICES

The Family Services District Director (or their designee) must give pre-approval for all services by signing a Treatment Referral form with a copy sent to the State Program Manager. Payment for all new referrals or reauthorization of services will be made only if there is a signed referral form on file.

F. PAYMENT SUBMISSION

Payments will be made upon submission of a monthly invoice on a standard form provided by the Vermont Department for Children and Families, Family Services at the start of each month for the prior month's service.

1. Invoices must be sent in a timely fashion and invoices submitted more than 60 days after the month of service may not be honored.
2. Invoices should be complete, accurate and must have a signature present (an original signature is not required).
3. Invoices should be emailed to your referring District Office for sign off and processing.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

**ATTACHMENT F: AGENCY OF HUMAN SERVICES’
CUSTOMARY CONTRACT/GRANT PROVISIONS
REVISED MAY 16, 2018**

“Attachment F: Agency of Human Services’ Customary Contract/Grant Provisions” (version dated May 16, 2018) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.